KADUR FOREST DIVISION.

Abstract Notification dated the 2nd June 1939.

The attention of the public is invited to the detailed notification regarding the sale of the right of grazing in the several Plantations of this Division, published on pages 1098-1099, Part VI of the *Mysore Gazette*, dated 8th June 1939.

B. T. THIMMARAYAPPA,
District Forest Officer.

ENGINEERING DEPARTMENT

KOLAR DIVISION.

Notification dated 6th June 1939.

1. Sealed tenders will be received at the office of the Executive Engineer, Kolar Division, up to 3 P.M., on 26th June 1939, for maintenance work to Kaivara Tank (Major) R. No. 117 of Chintamani Taluk.

2. Tenders in the prescribed form obtainable from the office of the Executive Engineer, Kolar Division, should be addressed to the Executive Engineer, Kolar Division, in a sealed cover and superscribed as "Tender for maintenance work, Kaivara Tank." The name of the tenderer should also be superscribed on the top of the cover.

3. Each tender must be accompanied by treasury challan for earnest money of Rs. 205, paid to the treasury to the credit of 17 (a) P. W. Deposits against the account of the Executive Engineer, Kolar Division. The earnest money of the successful tenderer will be retained as security for the due fulfilment of the contract. Such a deposit in cash will not carry any interest.

4. The tenders will be opened in the presence of such tenderers who wish to be present on 26th June 1939 at Kolar. The final acceptance of the tender will rest with the Executive Engineer, who does not bind himself to accept the lowest or any tender, or to assign any reason whatever for the rejection of any.

5. The name of the successful tenderer will be posted on the Notice Board in the Executive Engineer's Office in due course. Within eight days of the acceptance of the tender, the successful tenderer will be required to execute an agreement in the departmental schedule contract form, for the due fulfilment of the contract and for the execution of all items of work in accordance with the Bombay Specifications, 1931.

6. Failure to comply with the condition 5 above, or to agree to carry out the work in accordance with the specifications and agreements in force will entail forfeiture of the earnest money.

7. The earnest money of rejected tenders will be returned on submission of the receipt originally granted, along with an application to the Executive Engineer.

8. Copies of contract documents, schedules and drawings may be seen at any time at the Executive Engineer's Office, Kolar, on all working days between 11 A.M. and 5 P.M.

9. Specific rates should be given for each item in the schedule accompanying the tender and the rates should be in rupees, annas and pies and expressed in words and figures. Tenders offering a percentage reduction on the estimate amount will be rejected.

10. Any rates or lumpsum amounts for the items not called for, if tendered by the tenderer, will not be taken notice of. The rates for such items may be entered in a separate schedule with date and reasons for the same.

11. No alterations which are made by the tenderers in the tender form in the nomenclature of the items of work will be recognised and if corrections are made the tenders are liable to rejection.

12. There should be no alterations or erasures in the tenders in the rates of items and any corrections made in the rates should be attested to, and the number of corrections, if any, in each page noted at the foot of the same by the tenderer.

13. No reference should be made to the Public Works Department schedule of rates.

14. In the event of the tender being submitted by a firm, it must be signed separately and severally by each member thereof, or in the event of absence of any partner, it must be signed on his behalf by a person holding power-of-attorney authorising him to do so.

15. When once the rates tendered have been accepted, they will not be revised under any circumstances. In regard to items of work not tendered, the rates for the same will be calculated by the Executive Engineer, on the basis of current rates for materials and labour with a contractor's profit of 5 per cent as may be approved by the Superintending Engineer. This shall be final and legally binding on the tenderer.

16. The quantities given in the schedule are only approximate and the drawings shown to the contractor are only tentative and are liable to alterations, omissions, deductions or additions, at the discretion of the Executive Engineer or his representative. The tendered rates will hold good for any quantity, whether higher or lower than those given in the enclosed schedule.

17. The work should be completed and handed over in a tidy condition to the Public Works Department by the end of February 1940, failing which the Executive Engineer may, at his discretion, levy a penalty of five per cent per day which will ordinarily be calculated at 12 per cent per annum on the total outlay as liquidated damages for non-fulfilment of contract and will be recovered from the contractor's outstandings for the period exceeded by him beyond the time fixed and until the work is completed and handed over.

18. In all matters of dispute of any kind not specially provided for in the agreement or of rates, penalties, measurements, quality of work, etc., the decision of the Chief or the Superintending Engineer shall be final and legally binding.

19. No claim for damages for delays caused by officers of the department in the execution of the work will be considered, whatever may be the reasons for such delays. Contractors should bear this in mind when tendering for the work. Extension of time due to delays caused by the departmental officers will, however, be considered on the merits of each case.

20. The contract should not be sublet.

21. All materials, tools and plant and machinery that will be supplied by the Executive Engineer in the interest of the work shall be accepted by the tenderer at the rates fixed by the Executive Engineer. The tenderer will pay the hire on tools and plant and machinery as per rules from the date of taking over of such machinery, tools and plant from the Stores to the date of return thereto, the dates considered being the dates of acknowledgments of the vouchers in each transaction.

22. The contractor should arrange for the payment of royalty and tolls.

Note.—(*a*) The contractor should at his own cost—

(1) Provide rods, stakes, ropes and labour required in setting out the works.
(2) Provide all necessary scaffolding, centering, labour and appliances for hoisting.
(3) Provide mortar mills and sheds to keep materials under cover and also for workmen.
(4) Arrange for protecting work during inclement weather.
(5) Supply requisite temporary lights, water cisterns, water pumps and hoses, sieves, parahs, shoring, strutting and other requisite protective appliances during the progress of the work.
(6) Supply all water required for work and workmen and shall provide temporary latrines and drains.
(7) Clean away all dirt, rubbish, superfluous materials and debris as they accumulate.
(8) Provide arrangements for pumping and baling of water from excavations and foundations, wherever and whenever necessary with his own pumping apparatus, including necessary leading drains, slump pits, etc.
(9) Afford facilities to any other parties employed upon the work by the P.W.D., so that their work may proceed during the progress of the contract, and give such persons the use of ordinary scaffolding and ladders.
(10) The contractor is responsible for all accidents to workmen, etc., on the work and he must take precaution against all risk of accidents and if necessary provide for the same by Insurance at the proper time.

(*b*) It is the business of the contractor to make his own arrangements for quarries and supplies of materials.

N.B.—Copies of tenders in the prescribed form are obtainable from the office of the Executive Engineer, Kolar Division, only on payment of Re. 0-4-0 per form.

Abstract of quantities of the estimate for maintenance work to Kaivara Major Tank, Reg. No. 117 of Chintamani Taluk.

Serial No.	Items of work	Per	Rate	Quantity	Rate to be tendered	Remarks
			Rs. a. p.		Rs. a. p.	
1	Earthwork to bund with watering and tamping, etc., complete	C.yd.	0 4 0	11,090	..	
2	Turfing	S.yd.	0 0 9	15,230		
3	Cutting grips on the bund for the seat of earth	Grade	1 8 0	42		
4	Painting grade stones	Each	0 4 0	43		
5	Gravelling the top of bund 3" thick and front and rear slopes below turfing	C.yd.	0 6 0	1,500		

R. TIPPAIYA,
Executive Engineer.

TUMKUR DIVISION.

Abstract Notification dated 2nd June 1939.

The attention of the public is drawn to the notification calling for tenders for 'Making good the damages caused to Bugadu Horakere Tank, Reg. No. 111, Pavagada Taluk,' published in pages 1099-1100, Part VI of the *Mysore Gazette*, dated 8th June 1939.

Tenders will be received by the Executive Engineer, Tumkur Division, up to 2 P.M. on 24th June 1939.

The earnest money required for the work is Rs. 200 which may be credited to the treasury under the head '17 (*a*) P. W. Deposits' and duplicate chellan enclosed with the tender.

P. RAJAGOPALAN,
Executive Engineer.